

# **EXHIBIT 1**

**LAW OFFICES OF HOWARD A. SNYDER**

A PROFESSIONAL LAW CORPORATION  
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SHERMAN OAKS, CA 91403  
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**GRUBER & GRUBER**

15165 VENTURA BLVD, SUITE 400  
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**ATTORNEY-CLIENT RETAINER AGREEMENT**

This ATTORNEY-CLIENT RETAINER AGREEMENT ("Agreement") is entered into by and between Alba Cordon (Client) and Law Offices of Howard A. Snyder and Gruber & Gruber ("Attorneys").

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, unless Client returns a signed copy of this Agreement.
2. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with potential HRT case. Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, keep Attorneys informed of developments, abide by this Agreement, and keep Attorneys advised of Client's address, telephone number and whereabouts.
3. **LEGAL FEES.** As compensation for their services, Attorneys are to receive 40% of the amount received. The percentages are calculated on the gross amounts received. If there is no recovery, no fees will be charged.
4. **COSTS AND EXPENSES.** In the event of a recovery, in addition to paying legal fees, Client shall reimburse out of said recovery reasonable costs. If there is no recovery, no costs will be charged.
5. **LIEN.** Client hereby grants Attorneys a lien on any and all claims that are the subject of Attorneys' representation under this Agreement only. Attorneys' lien will be for any sums due and owing to Attorneys at the conclusion of Attorneys' services. The lien will attach to any recovery Client may obtain, whether by settlement or otherwise.
6. **DISCHARGE AND WITHDRAWAL.** Client may discharge Attorneys at any time. Attorneys may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, Client's refusal to follow Attorneys' advice on a material matter, or any other fact or circumstance that would render Attorneys' continuing representation unlawful or unethical. Attorneys may withdraw at any time on thirty (30) days written notice provided that the trial date has not been set.
7. **ASSOCIATION OF COUNSEL** - Client herein consents to the association of outside attorney or law firms whom Howard A. Snyder deems necessary and proper for the handling of the case. Client will not incur any additional legal fees as a result of any legal association. Client acknowledges that legal fees shall be split amongst the attorneys by separate agreement and consents to same.

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**RE: Alba Cordon**

9. **AGREEMENT TO ARBITRATE.** In the event of a dispute which arises out of or in connection with the Firms representation of you with respect to this matter, the parties both agree and do herein stipulate to arbitrate any and all such disputes including any claims for professional malpractice, negligence or errors and omissions. The law Firm further agrees to maintain professional liability insurance during the pendency of this matter. Attorneys agreement to handle this matter is contingent upon clients agreement to arbitrate.
10. **ACKNOWLEDGEMENT.** We appreciate your cooperation in providing us with information relative to your case against the manufacturer of HRT. As we indicated, we will need to determine if any of your medical problems or injuries have been caused by the use of HRT. We will need to review your pathology and supplemental reports in order to determine if we will be able to proceed with this matter on your behalf. If this cannot be established, then we will not be able to successfully proceed on your behalf. Client acknowledges Attorney(s) right to discontinue lawsuit at Attorney(s) discretion. Additionally, the case may be barred by the statue of limitations or determined to be "time barred".

"Attorney"

DATED: October 4, 2004

HOWARD A. SNYDER

BY: \_\_\_\_\_

DANIEL S. GRUBER

BY: 

DATED: 10-31-, 2004

"Client"

Alba Cordon

ADDRESS:

111 Prestwick Dr  
Young, Ohio 44512

HOME PHONE #

330-488-1771

WORK PHONE #

(PLEASE RETURN THIS PAGE WITH YOUR SIGNATURE)